

4-3348

AGREEMENT 1986-87

BETWEEN THE

EMERSON CUSTODIAL & MAINTENANCE DEPARTMENTS

AND THE

EMERSON BOARD OF EDUCATION *(Handwritten)*

COUNTY OF BERGEN, N. J.

*X July 1, 1985 - June 30, 1986*

## RECOGNITION

- A. The Board of Education recognizes the Emerson Custodial and Maintenance Departments as the exclusive and sole representative for collective negotiation, as defined in Chapter 123, Laws of 1974, concerning the terms and conditions of employment for all full time custodian and maintenance personnel employed by the Emerson Board of Education.

## ARTICLE I - NEGOTIATION PROCEDURES

- A. In the year beginning July 1, 1985, through June 30, 1986 the Board of Education agrees to enter into collective negotiation with the Emerson Custodial and Maintenance Depts. in accordance with Chapter 123 of the Laws of 1974 of the State of N.J.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be prepared to make proposals, and make counter-proposals in the course of negotiations with the aim of reaching tentative agreements which can be carried back to their respective bodies for approval.

ARTICLE II - CUSTODIAL & MAINTENANCE DEPT. PRIVILEGES

- A. Representatives of the Custodial & Maintenance Depts. be permitted to transact official business on school property. This business shall not interfere with or interrupt normal school operations and shall require the permission of the Superintendent.
- B. The Custodial & Maintenance Depts. and its representatives shall be permitted the use of school buildings for meetings with the approval of the Building Principal.
- C. The Custodial & Maintenance Depts. shall be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment with the approval of the Building Principal. The Custodial & Maintenance Depts. shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Custodial & Maintenance Depts. shall be permitted the use of the inter-school mail facilities and school mail boxes with the approval of Building Principals or other members of the Administrations.

ARTICLE III - BOARD RIGHTS

The Board of Education retains and reserves unto itself, without limitation, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the government of the United States; and by the decisions of the Commissioner and the Board of Education of the State of New Jersey; by the rules and regulations of the State Board of Education and by the decisions of the courts of the State of N.J. or of the United States, and by regulations of the Public Employment Relations Commissions. (PERC)

#### ARTICLE IV - SALARIES, VACATIONS, LONGEVITY & HOLIDAYS

- A. The salaries of all employees covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. The salary schedule, as attached hereto, is for a 40 hour week; schedule to be determined by Administration. The payment of overtime (time & one-half) will be paid beginning with the ninth (9th) hour of the work day. In the event that an employee is called, to work beyond his normal work day by the Head Custodian, he will be credited with a minimum of one (1) hour overtime. A rotating list of overtime shall be maintained by the Head Custodian and a then current copy shall be posted monthly for the information of the employees. Double time for Sunday and holidays will be paid for emergencies only. The emergencies to be determined by the Superintendent of Schools.
- C. After nine years of service, beginning with the tenth year through the twenty-fourth year, \$50.00 per year will be given up to \$750.00

#### D. Vacations:

1. Two weeks after one year
2. Three weeks after eight years
3. Four weeks in the fourteenth year of service
4. If the employee has not been under contract for a full year, he shall receive one day of vacation for each month employed.
5. Vacations to be taken during July & August.
6. All men with 3 or 4 weeks vacation to take one week anytime during the fiscal year, after a request has been made and approval granted by the Superintendent of Schools

#### E. Holidays

Regular employees will receive the following holidays, unless school is in session.

Independence Day	Friday after Thanksgiving	Lincoln's Birthday
Labor Day	Christmas Eve	Washington's Birthday
Columbus Day	Christmas Day	Good Friday
Veterans' Day	New Years' Eve	Memorial Day
Thanksgiving Day	New Years' Day	

- F. The Board of Education guarantees fourteen (14) paid holidays, except when the holiday falls on a Saturday or Sunday, as specified in the agreement.

ARTICLE V - SICK LEAVE

- A. All full-time contract employees shall be entitled to one (1) sick leave day for each month of employment during the year.
- B. All part-time contract employees shall be entitled to the part-time sick leave day for each month of employment during the year.
- C. Unused sick leave shall be accumulated from year to year with no maximum limit.
- D. Employees who are ill beyond their accumulated sick leave time, shall be paid the difference between their normal salary and the substitute's salary. This differential pay shall terminate coincident with the expiration of the employee's contract for the year in which the illness started.

ARTICLE VI - TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1972-73 school year, Custodial & Maintenance employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:
1. Three (3) days of leave of absence for personal legal business, household or family matters and religious holidays which require absence during school hours. Application to the employee's administrator for personal leave shall be made at least five (5) days before such leave is to start, (except in the case of emergencies), and the applicant for such leave shall be required to state which of the reasons mentioned above is being used for requesting leave. Tenure employees are entitled to four (4) days leave for personal reasons.
  2. When, in the opinion of the Supt. it is in the best interest of the school system to have an employee or employees visit other schools and attend meetings or conferences which are allied with the employee's major field of service to the system, he shall have the authority to approve such leaves.
  3. Time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system.
  4. Three (3) days at any one time in the event of death of an employee's spouse, child, mother, father, son-in-law, daughter-in-law, father-in-law, sister-in-law, and any other member of the immediate household. Extension may be granted by approval of the Superintendent for extenuating circumstances.
  5. Leave with pay of other than an immediate member of the family, aunt, uncle, cousin, shall be given for one day.
- B. Leaves taken pursuant to section "A" shall be in addition to any sick leave to which the employee is entitled.

LEAVE OF ABSENCE WITHOUT PAY FOR FULL-TIME SALARIED  
PERMANENT NON-TEACHING AND NON-ADMINISTRATIVE EMPLOYEES

The Board specifies criteria for determining whether or not a leave of absence should be granted and sets a limit of three times the basic annual vacation on the length of the leave.

Leave of Absence

It is the Board of Education's policy to grant an employee a leave of absence without pay under certain circumstances, following the procedures set forth below.

Approval & Criteria

1. The Supt. is authorized to grant leaves of absence without pay to permanent, full-time salaried non-teaching and non-administrative employees as follows:
  - a. Not to exceed three times the basic annual vacation for which the employee is eligible in the year in which the leave begins (excluding extended vacation and vacation days carried over).
2. In approving leaves of absence without pay, the Supt. should be guided by the following criteria:
  - a. Degree of disruption of essential work. If an employee's absence would seriously interfere with the systems operations, leave should be granted only in emergency.
  - b. Reason for the leave of absence, particularly in relation to the length of leave requested. Extended leaves of absence are justifiable only for non-recurring bona fide reasons, such as participation in public affairs, unusually extended vacation trips, emergency situations at home, or urgent personal business.
  - c. Level of work performance including attendance and punctuality. Particular attention should be paid to frequency of absences.
  - d. Frequency of the employee's request for a leave of absence. Frequency is one indication of an employee's seriousness about his job and of the unit's need for his services.

## Leaves of Absence Without Pay Continued

### Vacation & Holidays

If a leave of absence commences on the first business day following a scheduled holiday or terminates on the last business day preceding a scheduled holiday, salary will be paid for the holiday. If a scheduled holiday falls during a leave of absence, it will be considered part of the leave of absence and no salary will be paid for the holiday.

### Form of Application

All requests for leaves of absence must be submitted in writing to the Superintendent at least two months in advance of the start of the leave.

## ARTICLE VII - ASSIGNMENTS & JOB OPENINGS

- A. Assignments  
Any change in school assignments shall be brought to the attention of the employee, and the Maintenance & Custodial Representatives.
- B. Job Openings  
In the event there is an opening or a new position created in the custodial or maintenance departments of the Emerson School System, all qualified employees of the system shall be given adequate opportunity to make application. Notice of such position shall be posted on the bulletin board of each school.

### ADDITION TO SCHEDULE A

#### ADMINISTRATION OF SALARY GUIDE

- 1. Salaries for all full-time custodians and full-time maintenance men shall be determined by the respective guides.
- 2. Increments may be withheld by the Board of Education for unsatisfactory service upon recommendation of the Superintendent based upon established evaluation procedures.

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CUSTODIAL SALARY GUIDE

<u>STEP</u>	<u>SALARY</u>
1	\$11,500.00
2	12,000.00
3	12,500.00
4	13,000.00
5	13,700.00
6	14,500.00
7	16,000.00
8	17,000.00
9	18,300.00
10	19,700.00

LONGEVITY: After nine years of service, beginning with the tenth year through the twenty-fourth year, \$50.00 per year will be given up to \$750.00.

100% Blue Cross/Blue Shield, Rider J - Full Family

100% Major Medical - Full Family

100% Dental - Employee's Share

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MAINTENANCE SALARY GUIDE

<u>STEP</u>	<u>SALARY</u>
1	\$12,500.00
2	13,000.00
3	13,500.00
4	14,000.00
5	15,000.00
6	16,000.00
7	17,000.00
8	18,000.00
9	19,300.00
10	20,800.00

LONGEVITY: After nine years of service, beginning with the tenth year through the twenty-fourth year, \$50.00 per year will be given up to \$750.00.

100% Blue Cross/Blue Shield, Rider J      - Full Family  
100% Major Medical                            - Full Family  
100% Dental                                    - Employee's Share

ARTICLE IX - DURATION OF AGREEMENT

This Agreement shall be in effect as of  
July 1, 1986, and continue until June 30, 1987.

REPRESENTATIVES OF CUSTODIAL  
and MAINTENANCE DEPARTMENTS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

EMERSON BOARD OF EDUCATION

BY: \_\_\_\_\_ President

BY: \_\_\_\_\_  
School Business Administrator